



Filed 11 December 5 P3:4  
Chris Daniel - District Clerk  
Harris County  
ED101J016622538  
By: adiliani a. solis

Cause No. 2011-67220

FUNimation ENTERTAINMENT,  
Plaintiff,

VS.

A.D. VISION, INC., JOHN ROBERT  
LEDFORD II, AEsil' HOLDINGS L.L.C.,  
SXIION 23, L.L.C., VALKYRIE MEDIA  
PARTNERS, L.L.C., SERAPHIM STUDIOS,  
L.L.C., SENTAI FILMWORKS, L.L.C.,  
SENTAI HOLDINGS, L.L.C., and  
UNIO IVIYSTICA HOLDINGS, L.L.C.,  
f/k/a UNIOMYSTICA, L.L.C. d/b/a  
SWITCHBLADE PICTURES,  
Defendants.

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

151<sup>ST</sup> JUDICIAL DISTRICT

### **A.D. VISION, INC.'S AND JOHN ROBERT LEDFORD II'S ORIGINAL ANSWER**

Defendants, A.D. Vision, Inc. and John Robert Ledford II, file this Original Answer.

#### **General Denial**

1. Subject to and without waiving the foregoing and any stipulations, admissions, special exceptions, special, and affirmative defenses which may be alleged, Defendants, A.D. Vision, Inc. and John Robert Ledford II, assert a general denial in accordance with Rule 92 of the Texas Rules of Civil Procedure, and demand strict proof of plaintiff's claims, by a preponderance of the evidence, or by clear and convincing evidence as required by the Constitution and the laws of the State of Texas.

#### **Affirmative Defenses**

2. Economic loss rule. A.D. Vision, Inc. and John Robert Ledford II are not liable for the tort claims and or damages sought by plaintiff flowing therefrom, because plaintiff's claims and or damages, if any, are the subject of an alleged contract.

3. Prior material breach. A.D. Vision, Inc. and John Robert Ledford II are not liable for the claims and or damages sought by plaintiff, because plaintiff committed a prior material breach.

4. Limitations. A.D. Vision, Inc. and John Robert Ledford II are not liable for the claims and or damages sought by plaintiff, because of the statute of limitations.

5. Laches. A.D. Vision, Inc. and John Robert Ledford II are not liable for the claims and or damages sought by plaintiff, because of laches.

6. Accord and satisfaction. A.D. Vision, Inc. and John Robert Ledford II are not liable for the claims and or damages sought by plaintiff, because of an accord and satisfaction.

7. Waiver. A.D. Vision, Inc. and John Robert Ledford II are not liable for the claims and or damages sought by plaintiff, because plaintiff's claims and or damages, if any, have been waived.

8. Estoppel. A.D. Vision, Inc. and John Robert Ledford II are not liable for the claims and or damages sought by plaintiff, because plaintiff's claims and or damages, if any, are estopped.

9. Res Judicata. A.D. Vision, Inc. and John Robert Ledford II are not liable for the claims and or damages sought by plaintiff, because plaintiff's claims and or damages, if any, are barred by the affirmative defense of res judicata.

10. Payment. A.D. Vision, Inc. and John Robert Ledford II are not liable for the claims and or damages sought by plaintiff, because plaintiff's claims and or damages, if any, are barred by the affirmative defense of payment.

11. Failure to satisfy condition precedent. A.D. Vision, Inc. and John Robert Ledford II are not liable for the claims and or damages sought by plaintiff, because plaintiff did not fulfill all

necessary conditions precedent prior to bring this cause.

12. Lack of Standing. A.D. Vision, Inc. and John Robert Ledford II are not liable for the claims and or damages sought by plaintiff, because plaintiff does not have standing to bring this cause.

13. Lack of Privity. A.D. Vision, Inc. and John Robert Ledford II assert that at no time they contract with plaintiff, no privity of contract exists, and no contractual duties were owed to plaintiff by A.D. Vision, Inc. and John Robert Ledford II, at any time.

#### **Request for Disclosure**

14. All parties to this cause are hereby requested to disclose, within thirty (30) days of service of this request, the information and material described in Texas Rule of Civil Procedure 194.2(a) through (l).

#### **Conclusion**

Defendants, A.D. Vision, Inc. and John Robert Ledford II, request that plaintiff recovers nothing through its claims and this lawsuit, that they are awarded their reasonable and necessary attorneys' fees, and for such other and further relief to which they are entitled.

Respectfully submitted,

**HOOVER SLOVACEK LLP**

By: \_\_\_\_\_

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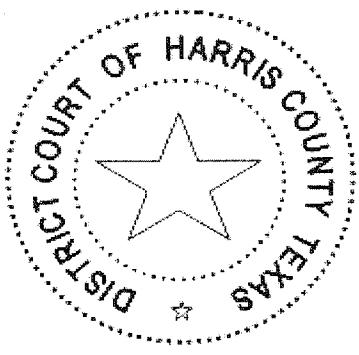
**ATTORNEYS FOR DEFENDANTS A.D.  
VISION, INC., JOHN ROBERT LEDFORD II**

**CERTIFICATE OF SERVICE**

I certify that on the 5<sup>th</sup> day of December 2011, true and correct copy of the foregoing document was served to all persons and in the manner noted below.

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\_\_\_\_\_  
T. Michael Ballases



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.  
Witness my official hand and seal of office  
this June 1, 2012

Certified Document Number: 50721602 Total Pages: 4

Chris Daniel, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

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